

IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF OKLAHOMA

PERRY MATLOCK,
Plaintiff

Vs.

REDBIRD BUSINESS GROUP LLC;
And REDBIRD VENTURES LLC,
Defendants.

Case No. CIV-22-498-PRW

ANSWER TO COMPLAINT

Come now the Defendants, Redbird Business Group LLC and Redbird Ventures LLC, and for their Answer to the Complaint filed herein, state:

1. Defendants admit that the nature of the Complaint is stated in paragraph 1 of Plaintiff's Complaint. Defendants generally deny all allegations of the Complaint unless expressly admitted herein.
2. Defendants admit that this Court has jurisdiction over the parties and subject matter but deny liability as alleged in paragraph 2 of Plaintiff's Complaint.
3. Defendants admit that this Court has jurisdiction over the parties and subject matter but deny liability as alleged in paragraph 3 of Plaintiff's Complaint.
4. Defendants admit that jurisdiction and venue are proper in this Court.
5. Defendants admit the allegations contained in paragraph 5 of Plaintiff's Complaint.



6. Defendants admit the allegations contained in paragraph 6 of Plaintiff's Complaint.

7. Defendants admit the allegations contained in paragraph 7 of Plaintiff's Complaint.

8. Defendants admit the allegations contained in paragraph 8 of Plaintiff's Complaint.

9. Defendants admit the allegations contained in paragraph 9 of Plaintiff's Complaint.

10. With respect to paragraph 10 of Plaintiff's Complaint, Defendants admit that the terms of Exhibit 1 are stated as alleged, and admit that repayment was not made on or before August 31, 2021.

11. Defendants admit that Defendants' intent is to repay the loan upon such time as the reorganization is complete and adequate capital is obtained in which to repay the amount of the loan. Defendants are without sufficient knowledge or information to admit or deny the remaining allegations in paragraph 11 of Plaintiff's Complaint.

12. Defendants admit the allegations contained in paragraph 12 of Plaintiff's Complaint.

13. Defendants admit the allegations contained in paragraph 13 of Plaintiff's Complaint.

14. Defendants admit that the terms of Exhibit 2 are stated as alleged, and admit that repayment was not made on or before the date stated.

15. Defendants respond to paragraph 15 of the Complaint by reincorporating the responses to each numbered paragraph as if restated above in paragraphs 1-14.

16. Defendants deny the allegations set forth in paragraph 16 of Plaintiff's Complaint.

17. Defendants deny the allegations set forth in paragraph 17 of Plaintiff's Complaint.

18. Defendants deny the allegations set forth in paragraph 18 of Plaintiff's Complaint.

19. Defendants respond to paragraph 19 of the Complaint by reincorporating the responses to each numbered paragraph as if restated above in paragraphs 1-18.

20. Defendants deny the allegations set forth in paragraph 20 of Plaintiff's Complaint.

21. Defendants deny the allegations set forth in paragraph 21 of Plaintiff's Complaint.

22. Defendants deny the allegations set forth in paragraph 22 of Plaintiff's Complaint.

23. Defendants respond to paragraph 23 of the Complaint by reincorporating the responses to each numbered paragraph as if restated above in paragraphs 1-22.

24. Defendants deny the allegations set forth in paragraph 24 of Plaintiff's Complaint.

25. Defendants deny the allegations set forth in paragraph 25 of Plaintiff's Complaint.

26. Defendants respond to paragraph 26 of the Complaint by reincorporating the responses to each numbered paragraph as if restated above in paragraphs 1-25. Defendants admit that the repayment of the loan in question has not been made, but stand ready to issue Units in Redbird Business Group in the number and amounts set forth in the agreements.

27. Defendants admit that the repayment of the loan in question has not been made, but stand ready to issue Units in Redbird Business Group in the number and amounts set forth in the agreements.

28. Defendants deny the allegations set forth in paragraph 28 of Plaintiff's Complaint.

29. Defendants respond to paragraph 29 of the Complaint by reincorporating the responses to each numbered paragraph as if restated above in paragraphs 1-28.

30. Defendants deny the allegations set forth in paragraph 30 of Plaintiff's Complaint.

31. Defendants respond to paragraph 31 of the Complaint by reincorporating the responses to each numbered paragraph as if restated above in paragraphs 1-30.

32. Defendants generally deny the prayer for relief and request proof thereof as required by law, and for such other and further relief to which they may be entitled.

AFFIRMATIVE DEFENSES

1. Plaintiff fails to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred or limited by the doctrine of estoppel.

s/Michael T. Maloan

Michael T. Maloan-OBA# 15097

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ATTORNEYS FOR DEFENDANTS

REDBIRD BUSINESS GROUP LLC

and REDBIRD VENTURES LLC

CERTIFICATE OF SERVICE

[X] I hereby certify that on this 15th day of July, 2022, I electronically transmitted the attached document to the Clerk of Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

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